

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

VALERIE JACKSON,)
Plaintiff,)
vs.) No. 17 C 5915
NATIONWIDE CREDIT & COLLECTION, INC.) Chicago, Illinois
Defendant.) May 4, 2018
) 9:27 A.M

TRANSCRIPT OF PROCEEDINGS - Motion
BEFORE THE HONORABLE CHARLES R. NORGLER, SR.

APPEARANCES:

For the Plaintiff: COMMUNITY LAWYERS GROUP, LTD.
73 West Monroe Street
Suite 502
Chicago, Illinois 60603
BY: MS. CELESTHA CHATMAN

For the Defendant: HINSHAW & CULBERTSON LLP
151 North Franklin Street
Suite 2500
Chicago, Illinois 60606
BY: MR. BRANDON S. STEIN

PAMELA S. WARREN, CSR, RPR
Official Court Reporter
219 South Dearborn Street
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Chicago, Illinois 60604
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1 (Proceedings had in open court.)

2 THE CLERK: 17 C 5915, Jackson versus Nationwide
3 Credit, motion to compel.

4 MR. STEIN: Good morning, your Honor. Brandon Stein
5 on behalf of the defendant.

6 THE COURT: Good morning, counsel.

7 MS. CHATMAN: Good morning, your Honor. Celetha
8 Chatman on behalf of plaintiff.

9 THE COURT: Ordinarily the plaintiff goes first, but
10 we'll excuse that today.

11 How does the matter come before the Court?

12 MR. STEIN: We're here on our motion to compel, your
13 Honor.

14 THE COURT: Proceed on the motion.

15 MR. STEIN: Okay. We have sought the request for
16 production of documents and retainer agreement between
17 plaintiff and her counsel in this matter. This case addresses
18 what debts plaintiff was represented on with her counsel. The
19 claim is that plaintiff sent an attorney -- plaintiff's counsel
20 sent an attorney representation involving specific debts.

THE COURT: So usually it is the scope of the attorney's representation.

23 MR. STEIN: Exactly.

24 THE COURT: You may respond.

25 MS. CHATMAN: Your Honor, that's not the issue. This

1 --

2 THE COURT: It certainly is the issue.

3 MS. CHATMAN: Well, your Honor, the letter that we
4 have been disputing telling defendants of the --

5 THE COURT: I'm saying the issue is the scope of the
6 attorney's representation, that's the issue.

7 MS. CHATMAN: Well, your Honor, the issue is that they
8 had knowledge of the representation because that's how --
9 that's how the --

10 THE COURT: They had knowledge of the scope?

11 MS. CHATMAN: Well, they didn't have knowledge of the
12 --

13 THE COURT: What is the scope?

14 MS. CHATMAN: The scope would be --

15 THE COURT: Well, for example, if you say, see my
16 lawyer, and your lawyer does divorce work for you, does that
17 mean that therefore that he is dealing with a debt case?

18 MS. CHATMAN: Your Honor, but the letter that we sent
19 them told them what we were doing.

20 THE COURT: All right. So here is -- this is a motion
21 to compel discovery. Are you objecting to discovery on the
22 issue?

23 MS. CHATMAN: Not on the issue, your Honor, on our
24 representation agreement because we don't think it is relevant
25 to any of their claims. It is not a -- whether or not

1 someone --

2 THE COURT: The question is to compel discovery. Do
3 you object to discovery on the issue?

4 MS. CHATMAN: On whether or not our client was
5 represented by counsel?

6 THE COURT: You may reply.

7 MR. STEIN: So you hit it exactly on that, the scope
8 of the representation is the issue. The letter --

9 THE COURT: Well, the principal issue is discovery on
10 the issue.

11 MR. STEIN: Yes, exactly.

12 THE COURT: The Court has defined the issue --

13 MR. STEIN: Yes.

14 THE COURT: -- in agreement with you. So the issue is
15 discovery on the issue.

16 MR. STEIN: It is relevant to the case.

17 THE COURT: Yes.

18 MR. STEIN: Plaintiff's claims has put the question of
19 attorney representation at issue. Our defense --

20 THE COURT: So one of the things you're looking for is
21 whatever would support the attorney-client relationship. For
22 example, that Ms. Jackson signed an agreement with her attorney
23 regarding representation.

24 MR. STEIN: Yeah. And that representation agreement
25 may or may not state exactly what that she's represented on.

1 THE COURT: Well, what you want to know is if there
2 was one.

3 MR. STEIN: Exactly.

4 THE COURT: If there was one in writing.

5 MR. STEIN: Well, I'm quite certain --

6 THE COURT: Has Jackson been deposed?

7 MR. STEIN: I'm quite certain there is one.

8 She has not been deposed in this case, but in another
9 case she was deposed and she indicated that she did sign an
10 agreement.

11 THE COURT: Well, this case was filed in 2017. We're
12 into May 2018. How is it the plaintiff has not been deposed?

13 MR. STEIN: Well, we had sought to depose her in early
14 April. Plaintiff requested a discovery extension. Her
15 responses, we needed to get those before we deposed her.

16 THE COURT: All right. There is a limited issue
17 before the Court today, and that is the motion to compel
18 discovery. And over objection the motion to compel discovery
19 on this limited issue is granted.

20 Thank you, counsel.

21 MR. STEIN: Thank you.

22 Judge, I'll just ask if there is a timeline for
23 disclosures just so we're, you know, all -- we got all our
24 ducks in a row.

25 THE COURT: Well, it shouldn't take too long. Let's

1 say 21 days.

2 MR. STEIN: I would just ask -- the plaintiff's
3 deposition is scheduled 14 days from today. Ideally I'd like
4 to question her about it.

5 THE COURT: All right. Then the discoverable
6 materials, whatever it may be, should be produced prior to the
7 taking of the deposition of Jackson.

8 MR. STEIN: Thank you.

9 THE COURT: Thank you, counsel.

10 (Which concluded the proceedings:)

11 CERTIFICATE

12 I HEREBY CERTIFY that the foregoing is a true, correct
13 and complete transcript of the proceedings had at the hearing
14 of the aforementioned cause on the day and date hereof.

15

16 /s/ *Pamela S. Warren*
17 Official Court Reporter
United States District Court
Northern District of Illinois
Eastern Division

May 25, 2018
Date

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